

LEASE AGREEMENT
BETWEEN
ROANOKE REGIONAL AIRPORT COMMISSION
AND

THE UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

THIS Lease Agreement ("Lease"), made as of the 20th day of December, 2015, pursuant to Resolution No. 39-12,515, adopted on December 15, 2015, by and between the Roanoke Regional Airport Commission, a body corporate (hereinafter called "Commission") and The United States of America, General Services Administration (hereinafter called "Lessee" or "Government")

WITNESSETH THAT:

Commission, as owner and operator of Roanoke Regional Airport ("Airport"), and Government, for and in consideration of the premises and mutual covenants contained in this Lease, do hereby covenant and agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. Leased Premises. Commission hereby makes available to Government, subject to the terms and conditions contained herein, use of approximately 1,739.73 square feet of space which includes: 845.73 (C116, C119, C121, C124); 54 sf. (part of shared hallway with Landlord located on the lower level concourse of the Passenger Concourse; 894 square feet of office space located on the second floor of the Terminal building pre-security, all more particularly described and defined in Exhibits A-1 – A-2, attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises" or "Premises").

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1.2. Condition of Premises. Government acknowledges and agrees that Government has inspected the Premises, has found the Premises to be suitable for the purpose intended by Government and that the Premises are being made available "as is", and accepted in their present condition, understands and agrees the Commission shall not make or perform any additional improvements or alterations thereto.

ARTICLE 2 - USE OF PREMISES

2.1. Government Use. The Leased Premises shall be used only for an office/ breakroom/training area related to Lessee's fulfilling its aviation security related responsibilities and obligations and for no other purposes. It is mutually understood that Government shall not engage in any activity on or uses of the Premises other than those authorized hereunder.

2.2. Quiet Enjoyment. Commission agrees that, subject to the terms and conditions of this Lease, including payment of the Lease rentals, charges, licenses and taxes herein provided for and performance of the covenants and agreements on the part of Government to be performed hereunder, Government shall peaceably and reasonably have and enjoy use of the Leased Premises.

ARTICLE 3- TERM

3.1. Term. The Term of this Lease shall commence on January 1, 2016, and continue for a period of five (5) years until midnight December 31, 2020, unless earlier terminated or canceled pursuant to the provision of this Lease.

3.2. Option to Extend the Term of the Lease. Both parties shall have the option to extend the Term of the Lease for two additional five (5) year terms ("Option Term"), upon prior mutual written agreement entered into at least 90 days in advance of the expiration of the renewal term and or the first such option if so extended.

3.3 Termination by Government. Upon 30 days advance written notice to Commission, Government may terminate this Agreement with or without cause.

3.4. Surrender of Premises. On or before expiration or termination date of this Agreement, Government covenants and agrees to vacate the Premises and agrees to yield and deliver peaceably to the Commission possession of the Premises and facilities hereunder, on or before such date, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, broom clean, reasonable wear and tear damage excepted.

3.5. Removal of Personal Property. The Government shall have the right and duty upon the termination of this Agreement to remove any of its furnishings, trade fixtures, and equipment ("Personal Property") from the Leased Premises which have not assumed the nature of leasehold improvements or fixtures to real property; provided, however, that Government is not then in default hereunder, and provided further, that Government, at its sole cost and expense, shall repair or shall reimburse the Commission for the cost of repairing any damage which may be caused by such removal. In the event Government disputes the cost of repairing any damage which may be caused by such removal, the parties agree to enter into non-binding mediation to resolve such dispute with the parties to share mediation costs equally. Government's position is the Contracts Disputes Act of 1978, 41 US 601 et. seq, governs the resolution of disputes arising under or related to the lease.

In the event that Government shall remove personal property to which it has extended communications or electrical cabling, then it shall remove such cabling and not abandon it in place. Should such removal and/or repair take place after the effective date of termination/expiration of the Lease, then Government shall be required to pay a fee for each additional day such removal or repair remains incomplete, which daily fee shall be equal to 1/30 of the previous monthly Lease rental. Upon the failure of Government to pay such fee or remove such personal property within ten (10) days of written notice, then the Executive Director shall have the right to remove such Personal Property, notwithstanding any security interest in same, and to store it, and Government shall pay to the Commission the cost of such removal and storage or, at the option of the Commission's representative, any such Personal Property remaining

after such time has expired shall immediately be and become the property of the Commission. In the event Government disputes the cost of such removal and storage by Commission, the parties agree to enter into non-binding mediation to resolve such dispute with the parties to sharing the mediation cost equally. Government's position is the Contract Disputes Act of 1978, 41 US 601et.seq, governs the resolution of disputes arising under or related to the lease.

ARTICLE 4 - RENTALS

4.1. Lease Rental. For the privilege of utilizing the Premises at the Airport, and in accordance with the terms and conditions of this Agreement, Government shall pay an annual rental of \$120,670.92 payable in twelve monthly installments a rental of \$10,055.91; payable monthly in arrears. Thereafter, Government shall pay an annual rental equal to the square footage of the Leased Premises multiplied by the rate per square foot as established by the Commission by resolution effective July 1st of each calendar year. Such amount shall be payable in 12 monthly payments in arrears by check made payable to the Roanoke Regional Airport Commission, or electronically, no later than the last day of the calendar month in the Commission's Office of the Director of Finance and Administration.

4.2 Rental during the Option Terms. In the event that Government shall exercise its option to extend the term of the Lease, the rental to be paid during each succeeding Option Lease Term shall be adjusted in accordance with the rates and charges generally established each year by the Commission.

ARTICLE 5 - OBLIGATIONS AND DUTIES OF GOVERNMENT

5.1. Compliance with Laws, Rules and Regulations.

A. State, Federal, Local and Commission Laws: In Government's exercise of the rights and privileges granted herein, Government, its officers, agents, employees, guests, invitees, contractors, and any other persons over whom Government has control shall observe, obey and comply fully at Government's own expense with all present and future laws of Federal, State, Roanoke City and other local governmental bodies having

jurisdiction over the Airport, the Leased Premises or operations at the Airport, all rules, regulations and orders promulgated thereunder, and all rules, regulations and resolutions and directives of the Commission or Executive Director, applicable to or affecting directly or indirectly Government or its operations and activities on or in connection with the Premises at the Airport. In particular, Government shall without limitation at all times comply with all applicable [REDACTED] regulations, orders and directives, and Government shall obtain all necessary [REDACTED] approvals whenever necessary in the operation of its activities at and from the Leased Premises. This Lease is expressly made subject to all such present and future laws, ordinances, rules and regulations.

B. Safety Regulations: Government, its officers, agents, employees, guests, invitees, contractors, and any other persons over whom Government has control shall comply with all rules, regulations, resolutions and directives of the Commission or the Executive Director currently in effect or as may be issued from time to time in the interests of protecting health, safety, sanitation, and good order on or about the Premises or elsewhere at the Airport.

C. Licenses and Other Authorizations: Government shall procure from all government authorities having jurisdiction over the activities of Government at the Airport or elsewhere, and maintain in effect at all times during the term of this Lease, all licenses, certificates, Leases, or other authorizations which may be necessary to conduct its operations or any activity authorized by the terms hereof. Government shall provide proof of the existence of such authorization(s) to the Executive Director upon request.

D. Fines and Penalties: Government shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of or be imposed by any governmental authority because of Government's failure to comply with Paragraphs 5.1. A., B. and C. above. The Commission and Government each agree to attempt to promptly give notice to the other of any notice of violation, warning, summons or legal process received by either party for enforcement of any such law, ordinances, rules, regulations or orders.

E. Compliance with Lease: Government covenants and agrees to compel its employees, guests, invitees, contractors, and any other persons over whom Government has control to observe and obey all terms and provisions of this Lease, as well as all applicable rules and regulations of the Commission or its Executive Director, now in effect or hereinafter promulgated, governing the conduct and operation of the Airport.

5.2. Cost of Operation: Government shall bear, at its own expense, all costs of its activities on the Leased Premises, and shall pay, in addition to the Lease rental, all other costs connected with its use and operation of the Leased Premises and facilities, unless specifically provided otherwise herein.

5.3. Damage to Airport Property. Government shall be responsible for paying the full cost for repair of any damage done to airport property by Government or its officers or employees resulting from negligence or gross negligence. Any legal action taken by Commission to enforce Government's obligations hereunder shall be in accordance with applicable law. Government's position is the Federal Tort Claims Act governs the negligent acts or omissions of Government employees acting within the scope of their duties, to the extent it is arising out of or in connection with Government's use of Airport, including operation of a motor vehicle, except in so far as such death, injury, loss, damage or violation, was caused solely by the culpable conduct of Commission, its officers or employees as provided and determined by law. Government's position is the Contract Disputes Act of 1978, 41 US 601 et. seq, governs the resolution of disputes arising under or related to the lease.

5.4. Obligations not limited. The obligations of Government listed in this Article 5 are provided for convenience of reference, and do not in any way exclude, limit or diminish responsibilities cited elsewhere in this agreement.

ARTICLE 6 -UTILITIES

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6.1 Utilities.

- (a) Heat and Air. Commission shall provide the Leased Premises with ordinary amounts of heat and air conditioning to keep said Premises at reasonable temperatures for the conduct of Government's activities, subject to unexpected breakdowns or interruptions.
- (b) Electricity. Commission shall provide electricity to the Leased Premises described in Exhibit A. All installation of electrical fixtures, appliances and equipment within the Leased Premises shall be Government's responsibility and shall be subject to Commission's prior written approval, and Government further agrees that its use of electrical current shall never exceed the capacity of the wiring installation in place.
- (c) Utility Damage. In all instances of any damage to any utility service line caused by Government, its employees, contractors, suppliers, agents or invitees, Government shall be responsible for and pay for the cost of repairs, subject to applicable law. Government's position is the Federal Tort Claims Act 28 US 2671 et. seq. governs the negligent acts or omissions of Government employees acting within the scope of their duties, to the extent it is arising out of or in connection with Government's use of Airport, including operation of a motor vehicle, except insofar as such death, injury, loss, damage or violation, was caused solely by the culpable conduct of Commission, its officers or employees as provided and determined by law. Government's position is the Contract Disputes Act of 1978, 41 US 601 et. seq. governs the resolution of disputes arising under or related to this lease. Any legal action taken by Commission to enforce Government's obligations hereunder shall be in accordance with applicable law.
- (d) Utility Modifications Required by Government. Should the installation of any equipment by Government require a modification to the building's

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electrical or heating systems or the relocation or installation of an electrical outlet or the use of electrical power other than that provided through the standard terminal electrical outlets, all costs and related expenses of such modification, installation, or relocation shall be borne entirely by Government and Government and its contractor(s) shall comply with all applicable federal, state, local and Commission laws, regulations and requirements, including, without limitation, Commission's Tenant Improvement Guidelines, as amended.

ARTICLE 7 -MAINTENANCE

7.1. General.

A. By Government. Government agrees and covenants that it shall faithfully and fully repair and maintain the interior of the Leased Premises, including any improvements, in good order and condition, at its sole cost and expense, during the entire term of this Lease and any extension thereof. Government agrees, except as otherwise provided herein, that it shall, during the term or any extension of this Lease, maintain and keep the Leased Premises in a safe, workable, clean and sanitary condition, in good repair and free from all trash and debris. Government also agrees to keep and maintain in good and safe condition all utilities and related systems and equipment within the Leased Premises, including, but not limited to, lighting fixtures and bulbs, receptacles, electrical wiring, equipment and fixtures, plumbing fixtures and lines, and emergency exit signs, located at or in its Leased Premises.

B. By Commission: Commission agrees and covenants that it shall maintain and repair the exterior building walls, windows and roof, as well as the main electrical, heat and air conditioning systems.

7.2. Restoration Upon Termination. Upon expiration or termination of this Lease for any reason, Government shall deliver the Leased Premises to Commission in the same condition as when received, broom clean, reasonable and ordinary wear and tear excepted.

ARTICLE 8 - IMPROVEMENTS

8.1. Additions and Improvements. Government shall not construct any improvement or alteration, or install any fixtures, cabling, antennas, communications systems, cameras, etc. (collectively referred to as "improvements") on, to or from the Leased Premises unless it has first sought from the Commission's Executive Director and received written approval. Government shall first provide general information regarding the proposed improvements for conceptual approval. Once such approval is granted, Government shall comply with the requirements below, including, but not limited to, any requirements for bonds, insurance sealed plans and specifications, building permits and security and safety compliance.

8.2 Prior Approval. After having received conceptual approval, Government shall provide Commission's Executive Director with detailed plans and specifications, sealed by an architect or engineer licensed to practice in the Commonwealth of Virginia, and such other information as may be required by the Commission's Plan Review Committee to obtain the specific written approval of the Executive Director for the Improvements. In the event that changes are made to the approved plans or the work during construction, a set of "as built" plans must be prepared and submitted to the Executive Director within 30 days of completion of the work.

The Commission shall be justified in withholding approval if any such alterations or improvements would interfere with an adequate level of service during the period the alterations or improvements were taking place; if such alterations or improvements would not comply with applicable building codes, if such alterations or improvements would result in the removal of leasehold improvements, ownership of which has vested in the Commission, without replacement with items that would also constitute such improvements of the same scope and quality; if any such alterations or improvements would be damaging to either the structural soundness or appearance of any part of the Passenger Terminal not within the Leased Premises; if any such alterations would not meet the Commission's reasonable requirements for

the safe use of the Leased Premises or any other part of the Terminal; if the improvement would interfere with the use of systems already in place for the benefit of the Commission, its tenants or passengers; if the improvements are not consistent with current or future plans for development or upgrading of the terminal facility; or if Government fails to agree to provide any bonding or insurance coverages deemed necessary by Commission. Any approval given by the Commission shall not constitute a representation that such improvements meet any or all building code or laws.

Under no circumstances shall Government install any communications device, system or cabling which interferes with the Commission's wireless system currently in place in the terminal.

8.3. Compliance with Regulations. In Government's exercise of the rights and privileges granted herein, Government, its officers, agents, employees, guests, invitees, Contractor, and any other persons over whom Government has control shall observe, obey and comply fully at Government's own expense with all present and future Federal, State, Roanoke City, Commission, and any other applicable laws, regulations, rules, resolutions and directives applicable to the construction of the Improvements or protecting health, safety, sanitation, and good order on or about the Premises or elsewhere at the Airport. All work shall be done in conformity with the laws, rules and regulations prescribed from time to time by Federal, State, or local Authorities having jurisdiction over the Improvements. Government shall only contract with contractor properly licensed in Virginia for construction of the proposed Improvements. In particular, Government's Contractor, shall obtain all necessary building permits and licenses and shall, without limitation, at all times comply with all applicable [REDACTED] regulations, orders and directives. Further, Government acknowledges and agrees that compliance with the Americans with Disabilities Act or the Uniform Federal Accessibility Standards (UFAS) applicable to federal leases, as may be required by federal law with regard to improvements to the Leased Premises shall be the obligation of the Government. No work shall begin until Government's Contractor has presented to the Executive Director a copy of the

required building permit. All work performed by the Government or its Contractor may be inspected and approved by the Executive Director or a duly authorized representative, and shall be inspected by the local building inspector, if required by law. Government shall provide proof of the existence of such inspections to the Executive Director upon request.

To the extent required by federal law, Government shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of or be imposed by any governmental authority because of Government's failure to comply with the requirements of this section. The Commission and Government each agree to attempt to promptly give notice to the other of any notice of violation, warning, summons or legal process received by either party for enforcement of any such law, ordinances, rules, regulations or orders.

8.4 Cost of Improvements. Government shall be responsible for any costs incurred by the Commission related to the improvements to the Leased Premises provided for herein, including, without limitation, all architectural and engineering design review costs. Commission shall provide written notice to Government of all architectural and engineering design review costs, as they are known. All construction and repair done by the Government or on its behalf shall be of first class quality in both materials and workmanship.

8.5 Ownership. Title to all leasehold improvements that are fixtures shall at all times during the term of this Agreement be and remain in Commission; provided, however, that upon expiration or earlier termination of this Agreement, the Commission may require Government to remove any leasehold improvements, without damage to any remaining improvements or the Leased Premises, restore any area damaged by such removal, and return the Leased Premises to Commission upon the surrender thereof, all to Commission's satisfaction. Such removal and restoration shall be made at the sole cost and expense of the Government and shall occur no later than ten (10) calendar days after surrender of

the premises.

8.6. Safety and Security.

a.

[REDACTED]

[REDACTED] Government agrees to be responsible for, and to insure that, none of the employees, agents, or representatives of it or its

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In the event that the Government desires that the Contractor or its employees

[REDACTED] Government's authorized

certifier shall complete the required applications and arrange for the required criminal background checks and related payment to be completed.



b. Safety and Convenience. The Contractor shall schedule the work to suit the Government and Commission's requirements. Scheduling shall be approved by the Commission and may require nighttime and weekend work for some types of work, especially items which produce noise, dust and/or noxious fumes or hinder passengers or other tenants. The terminal building will be occupied by the Owner, its tenants and the traveling public and in full operation during construction. If at any time the Contractor's activities create such obstructions, noise, dust, fumes or noxious odors so as to substantially curtail or affect the operations of Owner, its tenants or passengers, then Contractor may be required to cease its operations until aviation activities cease for the day.

Under no circumstances shall any emergency or required means of ingress or egress be blocked, during hours the public is expected to be in the terminal.

The Contractor shall limit its operations and storage to the actual location of the work and other areas of the Premises, if any, where the work will not interfere with the operations of Commission, its tenants or passengers. Government shall secure Commission specific permission for the utilization of areas other than Government's Premises, if required and if available.

It is the explicit intention of this Agreement that the safety of the public, airport employees, and the Contractor's equipment and personnel is a most important consideration. It is understood and agreed that Government's Contractor shall provide for the free, unobstructed and safe movement of members of the public in the public areas of the airport. When performing

work in an area available to the public, Government's contractor shall provide markings, lighting, signing, barricades and other acceptable means of identifying: personnel, equipment, storage areas, and any work area or condition that may be hazardous to the passage of the public, and airport employees.

- c. Pre-construction Meeting: Prior to the start of any work on the Improvements, the Contractor, Government's representative(s), and Commission representative shall meet to specifically discuss the requirements of sections a. and b. above, as well c. to discuss the Contractor's written phasing and safety schedule for the project. Government shall be responsible for scheduling such meeting.

- 8.7. Contractor Insurance. Prior to Commission authorizing the Government's contractor to begin construction/installation of an improvement, Government's Contractor shall provide Commission's Executive Director suitable evidence of the following insurance coverage:

a. Liability Coverage. Commercial general liability insurance, on a per occurrence basis, that include contractual liability and products and completed operations insurance, and automobile liability, naming Contractor as insured and its employees, subcontractors, and the Commission and its officials, officers, members of the board, agents, and employees, as additional insureds, providing coverage against any and all claims and demands made by any person or persons whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work performed hereunder and including contractual liability coverage for the terms and conditions of this agreement, which policies shall provide limits of not less than \$1,000,000.00. In the event that the Contractor will bring a vehicle into the [REDACTED] the limits of such insurance shall be \$5,000,000.

b. Workers Compensation. Statutory Worker's Compensation and Employer's Liability Insurance for all employees engaged in the Work, and maintain such

coverage during the term of the Contract. In case any such work is subcontracted, the Contractor shall require the subcontractor to provide such insurance for all of its employees engaged in the Work.

- c. Builder's Risk. Builder's risk coverage appropriate for the Improvements being constructed.
 - d. Insurance Not To Be Limit On Liability. Government covenants and agrees that the insurance coverage required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Contractor may otherwise have.
 - e. Documentation Required. The policy or policies required shall contain the following special provision: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Executive Director of Roanoke Blacksburg Regional Airport."
- 8.8. Indemnity. Government's Contractor shall defend, indemnify and hold harmless the Roanoke Regional Airport Commission and its officers, members of the board, agents and employees, against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to a judgment, and for any liability of any nature whatsoever that may arise out of or result from activities or omissions of Government's Contractor and such Contractor's successors, officers, agents, employees, assigns, guests, subcontractors, or invitees on the Premises or Commission property or the construction of the Improvements, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations promulgated thereunder, personal injury, wrongful death or property damage claims, or Contractor's failure to maintain Airport security as required herein.

Government is self-insured as to loss of or damage to property or death or personal or bodily injury or violation of law Insofar as the Government may be legally responsible or would ultimately bear a loss. The Federal Tort Claims Act governs the negligent acts or omission of Government employees acting within the scope of their duties, to the extent it is arising out of or in connection with Government's use of Airport, including operation of a motor vehicle, except insofar as such death, injury, loss, damage or violation, was caused solely by the culpable conduct of Commission, its officers or employees as provided and determined by law.

ARTICLE 9
Refuse and Waste

9.1. Refuse. Government shall be responsible for the collection, storage and removal from the Premises of all garbage, debris and other non-hazardous waste materials, either solid or liquid, arising out of Government's activities on the Airport. Government covenants to keep the Premises free and clear at all times of all such garbage, debris and other non-hazardous waste materials. No garbage, debris or other waste materials shall be thrown, discharged or deposited or permitted to be thrown, discharged or deposited on Airport property or any bordering property of the Airport, *nor* shall it be placed in waste containers owned and/or operated by Commission; however, Government may use and dispose of its trash in the compactor and dumpster located west of the terminal building.

9.2. Other Refuse and Hazardous Materials, Substances or Wastes.

A. Compliance with Environmental Laws: Government and its contractors shall comply with all federal, state and local laws, rules, regulations, resolutions and ordinances controlling air, water, noise, solid wastes and other pollution and relating to the use, storage, transport, release or disposal of hazardous materials, substances, or waste.

B. General Government shall not bring or allow to be brought onto the Premises any hazardous, toxic, or petroleum material, substance, or waste and shall comply with all applicable federal, state, and local laws, rules, and regulations regarding such substances.

C. Hazardous Wastes and Materials: Government and its contractors shall not store, dispose of or release any hazardous or toxic substances, wastes or materials of any kind on the Premises or Airport premises, nor shall Government or its contractors place such wastes in waste containers or dumpsters provided and emptied by the Commission. Compliance with all environmental laws shall be Government's sole responsibility at its sole cost.

D. Report Release of Hazardous Materials: Government shall immediately furnish to the Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state, or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Government shall also provide Commission with copies of any and all reports resulting from tests on Airport property or made to any governmental agency which relate to Airport property.

ARTICLE 10 SIGNS

10.1. Government shall not install or place any signs on the Premises, except for small door signs identifying the office tenant at Government cost which have been approved in advance by Commission.

ARTICLE 11
TAXES AND LICENSE FEES

11.1. License, Fees, Taxes and Assessments.

In addition to the Lease rental, Government shall pay all taxes, assessments, licenses, fees and charges of a like nature, if any, which at any time during the term hereof may be levied, assessed, charged or Imposed or which may become a lien by virtue of levy, assessment or charge, by the Federal Government, Commonwealth of Virginia, any municipal or county government, any governmental successor in authority to the foregoing or any other tax or assessment levying bodies upon or in respect to the Premises and facilities Leased hereunder, or which are attributable to or arise out of, either directly or indirectly, the letting, use or occupancy of said Premises and facilities or which arise out of, directly or indirectly, Government's activities or business conducted on the Premises at the Airport, to the extent authorized by federal law.

ARTICLE 12 - RESERVATION OF RIGHTS

12.1. Right to Inspect Premises.

Commission, through its employees, agents, representatives and contractors, shall have the right to enter the Government's Premises during normal business hours, to inspect the Government's Premises and Government's operation of the same to determine whether Government has complied with and is complying with the terms and conditions of this Lease, including, without limitation, environmental related matters. Nothing herein, however, shall be deemed to place any responsibility or liability upon Commission for the safety or condition of the Premises which are solely the obligation of Government.

12.2. Right to Maintain Systems. Without limiting the generality of the foregoing, the Commission, through its employees, agents, representatives, contractors, and furnishers of utilities and other services shall have the right, but not the duty, for the benefit of other tenants at the Airport to maintain existing and future common

utility, mechanical, electrical and other systems, and to enter upon the Premises at all reasonable times to make such repairs, replacements and/or alterations as the Commission may deem necessary or advisable and, from time to time, to construct or install over, in or under the Premises new systems or parts thereof, and to use the Premises for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that the exercise of such rights shall not unreasonably interfere with the use of the Premises by the Government, and that every reasonable effort shall be made to restore the Premises to the condition existing prior to the exercise of such rights.

The exercise of any or all of such rights by the Commission, or others acting on behalf of the Commission shall not be construed to be an eviction of the Government nor be made the grounds for any abatement of rental, fee or charge of any type, nor for any claim or demand for damages, consequential or otherwise.

ARTICLE 13 CASUALTY TO PREMISES

13.1 No Insurance on Government's Property. Government acknowledges and agrees that the Commission will not carry any insurance on Government's equipment, furniture, finishes, supplies, property, or interest in the Premises, nor, except where caused by or resulting from the negligent acts or omissions of the Commission, be liable for any loss, damage or expense to any of the same or any claim arising from injury or damage to any persons on account of Government's activities at the Premises.

13.2. Commission Choice to Repair. In the event of damage, destruction or loss of all or part of the Premises, so as to render the Premises untenable, by an insured or uninsured risk not caused by Government' use or occupancy of or operations at the Premises, Commission, in its sole discretion shall decide whether to repair or replace the Premises or to terminate the Lease. In the event the Commission chooses to repair or replace the damaged Premises, fees payable hereunder for the Premises shall abate from the time of such damage until such

time as the damaged Premises are fully restored and available for occupancy.

13.3. No Release of Government's Liability. Nothing in this Article nor any action taken by the Commission pursuant hereto shall relieve or release Government from any liability that Government may have to the Commission or its insurer in account of any casualty to the Premises. In the event the Premises are damaged or destroyed in whole or part as a result of the negligent act or omission of Government, its officers, agents, employees, contractors, or invitees, then Commission may in its sole discretion require Government to promptly repair or reconstruct the Premises and pay the costs therefor, or Commission may repair or reconstruct said Premises and Government shall be responsible for reimbursing Commission for the cost and expense of such repair or reconstruction, or Government shall pay Commission the replacement value of the facilities which are damaged or destroyed. Any legal action taken by Commission to enforce Government's obligations hereunder shall be in accordance with applicable law. In any event, Lease fee shall not abate during the time the Premises are untenable. Government's position is the Contract Disputes Act of 1978, 41US 601 et. seq. governs the resolution of disputes arising under or related to the lease.

ARTICLE 14 INSURANCE

14.1 Government Self-Insurance. Pursuant to the Federal Tort Claims Act, 28 USC 2671, the Government may be sued for the negligent acts or omission of its employees acting within the scope of their duties that result in damages for personal injury, including death, to any person, and for damage to real or personal property of any person, including loss or destruction, arising out of or resulting from Commission's exercise of the right of entry in this Lease or which may arise after the termination of this Lease in relation thereto.

ARTICLE 15
ASSIGNMENT, SUBLETTING
AND APPROVAL OF OWNERSHIP

15.1. Government covenants and agrees that it will not sublet, license, assign or transfer by operation of law or otherwise this Lease, the Government's Premises or any rights Government is authorized to exercise hereunder, nor shall Government permit the use of the Premises by any other person or entity.

ARTICLE 16 • INDEPENDENT CONTRACTOR

16.1. In the use of the Government's Premises hereunder, Government acts as and is an instrumentality of the United States Government acting in a contracting capacity and not an agent or a concessionaire of the Commission; therefore, nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as authorizing Government to hold itself out as a concessionaire of the Commission nor as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Government shall in no manner act or hold itself out to be an agent of the Commission.

ARTICLE 17
GOVERNMENTAL AGREEMENTS

17.1. Governmental Agency leases. Commission hereby advises the Government that it has entered into various agreements with the United States Government and the Commonwealth of Virginia with respect to the Airport. Commission further represents that it intends from time to time hereafter to enter into additional agreements with Governmental agencies, including, but not limited to, those related to applications for funds for improvements to be made at said Airport, in accordance with pertinent statutes, rules and regulations of respective and duly constituted, competent governmental authorities having jurisdiction thereof. This lease is expressly made subject to and subordinate to all of said agreements now existing or hereafter made.

17.2. Right to Amend. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Government agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this lease as may be reasonably required; provided, however, if such modifications or changes substantially change or adversely affect the operational condition of Government hereunder, the Government shall have the option upon thirty (30) days written notice to Commission, to terminate this Lease.

ARTICLE 18
ASSURANCES REQUIRED BY STATE
AND
FEDERAL GOVERNMENTS

18.1. Nondiscrimination. Notwithstanding any other or inconsistent provision of this Lease, during the performance of this Lease, Government, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Lease, does hereby covenant and agree, as a covenant running with the land, that:

A. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in, the use of the Premises;

B. In the construction of any improvements on, over or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

C. Government shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above nondiscrimination covenants, Commission shall have the right to terminate this Lease and to reenter and repossess the Premises and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

18.2. Affirmative Action. To the extent required by applicable federal law, The Government assures that it will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, as amended, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Government assures that it will require that its covered organizations provide assurance to the Government that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organization, as required by 14 CFR Part 152, Subpart E, as amended, to the same effect.

To the extent required by federal law, the Government agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as amended, as part of the affirmative action program or by any federal, state, or local agency or court, including those

resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. The Government agrees that a state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, as amended, only when they fully meet the standards set forth in 14 CFR 152.409, as amended. The Government agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14CFR Part 152, Subpart E, as amended.

The Government agrees that it will not discriminate against any persons or class of persons by reason of race, color, creed, or national origin in its employment practices or in providing any services, or in the use of any of its facilities provided for the public, in any manner prohibited by Title 49 CFR, Department of Transportation Regulations, or in any manner prohibited by Title VI of the Civil Rights Act of 1964.

18.3 GP 16.4. CFR 60-300.5 (a) and 41 CFR 60-741 (a).

A. **The following EEO clause shall be made a part of the LEASE per 41 CFR 60- 300.5 (a) and 41 CFR 60-741 (a) FR**

"Government and and/or Sub-Government, if applicable, shall abide by the requirements of 41 CFR 60- 300.S(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered Government and Sub- Governments to employ and advance in employment qualified individuals with disabilities and protected veterans.

B. General Civil Rights Provisions. The Government agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race,

creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

C. Compliance with Nondiscrimination Requirements.

During the performance of this Lease, the Government, for itself, its assignees, and successors in interest (hereinafter referred to as the "Government) agrees as follows:

Compliance with Regulations: The Government (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The Government; with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitation for Subcontracts, Including Procurements of

Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation made by the Government for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential

subcontractor contractor or supplier will be notified by the Government of the Government's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

Information and Reports: Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Government is in the exclusive possession of another who fails or refuses to furnish the information, Government will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Government's noncompliance with the Non-discrimination provisions of this Lease, the sponsor will impose such Lease sanctions as it or the [REDACTED] may determine to be appropriate, including, but not limited to: Withholding payments to the Lessor under the Lease until the Government complies; and/or cancelling, terminating, or suspending the Lease, in whole or in part.

Incorporation of Provisions: The Government will include the provisions of paragraphs one through six in every contract, or sub-contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Government will take action with respect to any subcontract or procurement as the sponsor or the [REDACTED] may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Government becomes involved in, or is

threatened with litigation by a SubGovernment, subcontractor, or supplier because of such direction, the Government may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Government may request the United States to enter into the litigation to protect the interests of the United States.

D. Title VI List of Pertinent Nondiscrimination Authorities

{Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this lease, the Government, for itself, its assignees, and successors in interest {hereinafter referred to as the "Government) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 {42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age.

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (P100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 — 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice In Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with Disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

ARTICLE 19 -
NONEXCLUSIVE RIGHT

19.1. It is understood and agreed that nothing herein contained shall be construed to

28

Lessor TB Government 

grant or authorize the granting of an airport-wide exclusive right to Government to provide the services listed herein.

ARTICLE 20 - TORT
CLAIMS ACT

20.1 Tort Claim Act. In accordance with the terms and subject to the conditions limitations, exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et seq.) ("Tort Act"). Government may be liable to persons damaged by personal injury, death, or injury to or loss of property, which is caused by negligent or wrongful act or omission of any employee of Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to expand Government's liability beyond that existing under the Tort Act at the time of such act or omission, or to preclude Government from using any defense available at law or equity.

ARTICLE 21 -
NOTICES

21.1 Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Lease to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid, is deposited in any United States Post Office, or upon delivery by hand.

21.2 Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012, either by hand or certified Letter, postage prepaid, or at such other office as Commission may hereafter designate by notice to Government in writing.

21.3 Notice to Government. Notice to Government shall be addressed and delivered to, either by hand or certified mail, postage prepaid, or at such other office in the continental United States as Government may hereafter designate by notice to Commission in writing.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

- 22.1. Entire Lease. This Lease constitutes the entire understanding between the parties. Any change or modification of this Lease must be in writing signed by both parties.
- 22.2. Master Indenture. Government hereby acknowledges and agrees that this Lease is subject and subordinate to any future Master Indenture of Trust entered into by the Commission securing future Commission Revenue Bonds.
- 22.3. Severability. In the event any provisions hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.
- 22.4. Headings. The headings used in this Lease are intended for convenience of reference only and do not define, expand, or limit the scope or meaning of any provision of this Lease.
- 22.5. Governing Law. This Lease is to be construed in accordance with the laws of the Commonwealth of Virginia and the United States of America, as they may apply. The parties agree that, to the extent permitted by law, any action arising from or under this lease shall be brought in Roanoke City Circuit Court, Virginia, or in the United States District Court for the Western District of Virginia, Roanoke, Virginia, or the General Services Board of Contract Appeals of U.S. Court of Federal Claims to the extent required by the Contract Disputes Act of 1978, as amended and not elsewhere.
- 22.6. Successors and Assigns Bound. This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto,

here Government's by this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written:

WITNESS the following signatures:

THE UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[Redacted Signature]

Attest: [Redacted]

Title: Leasing Specialist

Date: 12/17/2015

ROANOKE REGIONAL AIRPORT COMMISSION

By: [Redacted]

Tim Bradshaw
Executive Director

Date: December 29, 2015

Attest: [Redacted]

Catherine Bowman
Commission Secretary

Date: December 29 2015

Approved for legal form:

By: [Redacted]

General Counsel
Roanoke Regional Airport Commission